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Contract Database Metadata Elements

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Union: **Johnson City Administrators Association**

Local:

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JOHNSON CITY, NEW YORK

ADMINISTRATOR - SCHOOL DISTRICT

COLLECTIVE NEGOTIATING AGREEMENT

JULY 1, 2005 - JUNE 30, 2009

RECEIVED

DEC 18 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

**JOHNSON CITY CENTRAL SCHOOL DISTRICT
JOHNSON CITY ADMINISTRATORS ASSOCIATION
NEGOTIATED AGREEMENT
JULY 1, 2005 - JUNE 30, 2009**

This agreement entered into this 23rd day of August, 2005, by and between the Superintendent of Schools, acting on behalf of the Johnson City Central School District, hereinafter called the "District" and the Johnson City Administrators Association, hereinafter called the "Association."

WITNESSETH that the parties, in consideration of the following mutual covenants, hereby agree as follows:

SECTION A - LEGAL PROVISIONS

1. **Civil Service Law** - Pursuant to section 204A of the Civil Service Law, any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
2. **Conformity to Law** - If any provision of this agreement shall be found to be contrary to law or contrary to the regulations of the Board of Regents or the Commissioner of Education or any other appropriate body by a court of competent jurisdiction, then such provision shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this agreement will remain in full force and effect.
3. **Duration of Agreement** - this agreement shall be in effect during the period beginning July 1, 2005 and ending June 30, 2009. In recognition of the obligation under the Taylor Law to negotiate in good faith each party agrees to reasonable requests for information made by the other.

SECTION B - ASSOCIATION REPRESENTATION

The Association represents the following administrative positions:

GROUP I-A INSTRUCTIONAL ADMINISTRATORS

Director of Special Services
Director of Health, Physical Education and Athletics
High School Principal
High School Assistant Principal (2 positions)
Middle School Principal
Middle School Assistant Principal
Elementary School Principal (3-5)
Elementary School Principal (K-2)

GROUP I-B INSTRUCTIONAL ADMINISTRATORS

Elementary School Assistant Principal (3-5)
Elementary School Assistant Principal (K-2)

SECTION B - ASSOCIATION REPRESENTATION (continued)

GROUP II - OPERATIONS ADMINISTRATORS

Director of Transportation
District Food Service Manager
District Accountant
Director of Information Services

NOTE: Should administrative titles be added, deleted or changed during any year for the duration of this contract, the parties agree to make those changes in the text of this contract.

SECTION C - SALARIES

1. The salary of each administrator shall be increased as follows:

GROUPS I-A, I-B, & II:	2005-2006	4.0% of the 2004-2005 salary	:
	2006-2007	4.0% of the 2005-2006 salary	
	2007-2008	4.0% of the 2006-2007 salary	
	2008-2009	4.0% of the 2007-2008 salary	

Any breakage resulting from retirement or resignation will be retained by the district.

2. **Longevity:** For every year of this contract each administrator shall have \$1,040.00 added to his or her annual salary when entering the fourth (4th), \$1,560.00 when entering the eighth (8th), \$1,820.00 when entering the twelfth (12th), and \$2,080.00 when entering the sixteenth (16th) year of employment as an administrator in the Johnson City Central School District.

SECTION D - PAYROLL AND REIMBURSEMENT ITEMS

1. **Mileage:** Mileage compensation, at the maximum rate per mile allowed by IRS without being declared as income, shall be paid to the administrator who is required to use his own automobile on school business, upon submission of a voucher.
2. **Voluntary Deductions:** The District will make available payroll deductions for the United Fund, Tax Sheltered Annuities, and for direct deposits to area banks and credit unions.
3. **Health Insurance ***
 - A. The District shall continue to provide a Health Insurance Plan at a level of benefits equal to or in excess of the Health Insurance Plan in existence during the school year 1992-93. Should the District, in consultation with all appropriate employee organizations, choose to elect a new carrier, the District guarantees that there will be no diminution of any insurance benefits previously enjoyed.

SECTION D - PAYROLL AND REIMBURSEMENT ITEMS (continued)

- B. **Insurance Buyout** - The District will offer an insurance buyout alternative program for employees. The choice for the buy-back and alteration of that choice must occur in accordance with the timetable and rules for selection change established in the IRS 125 Plan document developed by the parties. To participate the employee must fill out the current "Insurance Alternative Form" and submit to the District Business Office. This selection must occur in September of each plan year effective October 1 of each year.

• **See Memorandum of Understanding for health insurance/prescription changes for 2003 - 2007.**

4. Dental Insurance

The District shall continue to provide a Dental Insurance Plan at the level of benefits equal to or in excess of the Dental Insurance Plan in existence during the school year 1992-93. Should the District, in consultation with all appropriate employee organizations, choose to elect a new carrier, the District guarantees that there will be no diminution of any insurance benefits previously enjoyed.

5. Flexible Benefit Program

The District and the Association will maintain a Flexible Benefit Program that became effective January 1, 1991.

6. Life Insurance

The District will provide a Group Benefit Life Insurance Plan for the Administrative Unit that provides \$125,000.00 (2005-2006), \$150,000.00 (2006-2007), \$150,000.00 (2007-2008), \$150,000.00 (2008-2009) of Term Life Insurance or coverage as provided by the Age Reduction Schedule as indicated in the insurance contract.

SECTION E - LEAVES - HOLIDAYS - VACATIONS

A. Leaves

1. **Sick Leave:** Each administrator shall be entitled to 14 paid sick days per year which may be accumulated to a total of 240 days effective June 30, 2000.
2. **Personal Leave:** Each administrator shall be entitled to 3 personal leave days. If not used, these three (3) days can be accumulated at the end of the year as part of accumulated sick leave.
3. **Accumulation / Grandfathering:** Any administrator who has accumulated 240 days prior to June 30, 2000 will have that total grandfathered and those days may be used as sick days if necessary.

SECTION E - LEAVES - HOLIDAYS - VACATIONS (continued)

4. **Additional Accumulation for Retirement:** An administrator may accumulate sick day beyond the 240 to be used as part of the retirement incentive as outlined in Section F (Retirement Incentive).
5. **Family Leave:** Each administrator shall be entitled to 2 family leave days.
6. **Religious Leave:** Each administrator shall be entitled to up to two days for religious holidays.
7. **Unpaid Leave:** Each administrator may request leave without pay.
8. **Education Leave:** Each administrator may request educational leave.

All leave for administrators is subject to the same regulations and conditions as defined in the negotiated agreement between the District and the Teachers Association that is in effect from July 1, 2005 to June 30, 2009.

B. Holidays

All administrators shall have paid holidays according to the following schedule:

Independence Day	The last normal workday before Christmas
Labor Day	New Years Day
Columbus Day	Martin Luther King's Birthday
Veterans Day	Lincoln's or Washington's birthday according to
Thanksgiving Day	BOCES calendar
Day before & after Thanksgiving Day	Holy Thursday and Good Friday before Easter
Christmas	Memorial Day

C. Floating Holidays

Each administrator may be granted up to three (3) floating holidays at the discretion of the Superintendent. These are not vacation days and are not cumulative.

D. Vacations

1. Each administrator shall be entitled to 4 weeks (20 days) of vacation each year after the first year of employment.
2. The maximum number of vacation days that an administrator can be paid for upon separation from employment is forty (40) days.
3. The maximum number of vacation days that an administrator can use in any school year is thirty (30) days. An administrator who has presently accumulated more than thirty (30) days may, due to a special circumstance, petition the Superintendent for the use of additional vacation days beyond thirty (30) days. The granting of these days would be at the discretion of the Superintendent of Schools.

SECTION E - LEAVES - HOLIDAYS - VACATIONS (continued)

4. Any accumulated vacation days beyond the forty (40) days, (up to a maximum of an additional 60 days), will be accounted for and can be used for the same purpose as accumulated sick days for the calculation of the Retirement Incentive as outlined in the Agreement.

SECTION F - RETIREMENT INCENTIVE

Any member of the administrative staff shall be eligible for a retirement incentive if:

- A. They are in compliance with section F(B) referenced below, concerning notice of intent, and such benefit is applied for in the first year in which they have been a professional employee within the District for a minimum of ten years, and they are eligible without penalty under the New York State Teachers' Retirement System or the New York State Employees' Retirement System.
- B. The administrator shall provide the Board of Education with written notice of intent to retire and receive the incentive no later than November 1st if the retirement date is to take effect at the end of the first semester, or no later than March 1st if the retirement date is to take effect after the second semester.
- C. For the duration of this contract, any administrator who exercises his or her rights as specified above shall receive twelve thousand dollars (\$12,000.00 plus forty-eight dollars (\$48.00) for each unused sick day no later than the period October 15th through November 15th following the effective day of their retirement from the District. Days accumulated over 180 or accumulated over the grandfathered total will be paid at a premium rate of 1.333% of the regular rate. In addition, during the retiree's lifetime, the retiree shall receive the same health and prescription coverage, at the same contributory rate, if any, as an active full-time employee.
- D. For employees retiring after June 30, 1999, the District will reimburse the employee for Medicare Part B at the dollar level of the premium effective July 1, 1990 (\$28.60).
- E. If the administrator does not take the aforementioned incentive but decides to retire at a later date, the District will pay 35% of the family medical and prescription insurance premium and 50% of the individual medical and prescription insurance program.

***NOTE:** If the administrator is eligible for, and does not apply for the incentive on the first year he/she is eligible, he/she waives the incentive.

****NOTE:** See Section E (D) for vacation pay application for this section.

SECTION G - NOTICE FOR PURPOSE OF RESIGNATION

Any administrator who elects to resign from their position in the District, for reasons other than retirement, will give the District a minimum of sixty (60) days notice.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

BOARD OF EDUCATION

August 23, 2005

Date

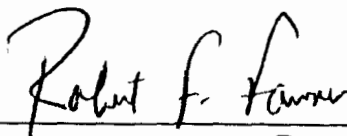


Superintendent

JOHNSON CITY ADMINISTRATORS ASSOCIATION

August 23, 2005

Date



President

MEMORANDUM OF UNDERSTANDING
ADMINISTRATORS CONTRACT 2003-2007

CONTRACT UPDATE

This agreement shall be in effect during the period beginning July 1, 2003 and ending June 30, 2007.

The changes for the period 2003-2005 concern salary items and the changes noted below. It is agreed that salaries will be increased by 3.75% during the 2003-04 and 2004-05 school years.

Changes will occur in co-pays for prescriptions, effective August 1, 2003:

<u>Retail Pharmacy</u>	\$ 5.00 Generic Drugs	Tier 1
	15.00 Brand Drugs	Tier 2
	30.00 Brand Drugs	Tier 3

The above drugs are only for a one month supply.

<u>Mail Order</u>	\$ 0.00 Generic Drugs	Tier 1
	5.00 Brand Drugs	Tier 2
	20.00 Brand Drugs	Tier 3

The above drugs are for a 90 day supply if filled by mail order.


Health Insurance deductible changes effective January 1, 2004:

Noninstructional	\$75 individual	\$225 family
Instructional	\$100 individual	\$300 family

The District agrees to enter into negotiations to be effective on and after July 1, 2005 to determine salaries for the remaining two years of the contract, 2005-06 and 2006-07.

BOARD OF EDUCATION

Date: July 8, 2003

By: 
Superintendent

JOHNSON CITY ADMINISTRATORS ASSOCIATION

Date: July 8, 2003

By: 
President

APPENDIX II

MEMORANDUM OF UNDERSTANDING

ADMINISTRATORS CONTRACT 2005-2009

ROLES AND RESPONSIBILITIES OF THE ELEMENTARY ASSISTANT PRINCIPAL POSITION

It is agreed that the position of Assistant Principal will be created for the Primary (K-2) building and the Intermediate (3-5) building. The Assistant Principal shall report directly to the Building Principal and shall have the same responsibilities as the other Assistant Principals in the District.

Work Schedule: The Elementary Assistant Principals' work schedule will follow the Instructional Staff calendar, with the exception of the following additional days:

- 5 Work Days following the last teacher work day.
- 5 Days during Administrative Retreat in July.
- 5 Work Days in August prior to the start of the school year.

Compensation for these fifteen (15) days is inclusive within the annual salary of the Elementary Assistant Principal. If requested to work above and beyond these fifteen extra days by the Superintendent of Schools or Assistant Superintendent, the Elementary Assistant Principal will be paid their per diem rate.


Benefits: The Elementary Assistant Principal is entitled to all benefits as outlined in the Administrator-School District Collective Bargaining Agreement with the following exceptions:

- No vacation days
- No floating holidays

Leaves: Any leave time requested by the Assistant Principal must be approved by the Building Principal and the Superintendent of Schools.

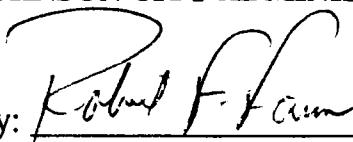
BOARD OF EDUCATION

Date: August 23, 2005

By: 
Superintendent

JOHNSON CITY ADMINISTRATORS ASSOCIATION

Date: August 23, 2005

By: 
President